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**ORDINANCE NO. 2015 – \_\_\_\_**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, ADOPTING AN INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF TAVARES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE.**

**WHEREAS**, the principal goal of the Interlocal Service Boundary Agreement Act is to “encourage local governments to jointly determine how to provide services to residents and property in the most efficient and effective manner while balancing the needs and desires of the community” (§171.201, *Florida Statutes*); and

**WHEREAS**, on October 2, 2013, the City of Tavares adopted a Resolution inviting Lake County to participate in the negotiation of an Interlocal Service Boundary Agreement (ISBA) pursuant to §171.203, *Florida Statutes*; and

**WHEREAS**, subsequent to the City of Tavares’s October 2, 2013 Resolution, representatives for Lake County, the Cities of Tavares, Mount Dora and Leesburg, and the Town of Astatula (collectively, the “Parties”) met and negotiated an ISBA addressing annexation of

1 non-contiguous properties, annexation and maintenance of right of way, development  
2 applications, land development regulations, comprehensive plan provisions, solid waste, fire  
3 hydrants, sharing of equipment and resources, fire and rescue services, E-911 system, and  
4 addressing standards; and

5  
6 **WHEREAS**, the Parties have reduced their agreement to a writing, as set forth in the  
7 ISBA attached hereto as **Exhibit “A”**; and

8  
9 **WHEREAS**, the negotiated ISBA attached hereto as **Exhibit “A”** meets the goals of the  
10 Interlocal Service Boundary Agreement Act in that it fosters intergovernmental coordination in  
11 planning, service delivery, and boundary adjustments, and promotes efficient and effective  
12 service delivery while balancing the needs and desires of the community; and

13  
14 **WHEREAS**, §171.203(14), *Florida Statutes*, states that when “the local governments  
15 have reached an interlocal service boundary agreement, the county . . . shall adopt the agreement  
16 by ordinance”; and

17  
18 **WHEREAS**, the County has the authority to enter into the attached ISBA pursuant to  
19 §125.01, *Florida Statutes*;

20  
21 **NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of  
22 Lake County, Florida as follows:

23  
24 **Section 1. Recitals.** The foregoing recitals are true and correct and incorporated  
25 herein by reference.

26  
27 **Section 2. Adoption.** The Lake County Board of County Commissioners hereby  
28 adopts the Interlocal Service Boundary Agreement between Lake County and the City of  
29 Tavares, attached hereto and incorporated herein as **Exhibit “A.”**

30  
31 **Section 3. Severability.** If any section, sentence, clause, or phrase of the Ordinance  
32 is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding  
33 shall in no way affect the validity of the remaining portion of this Ordinance.

34  
35 **Section 4. Filing with the Department of State.** The clerk shall be and is  
36 hereby directed forthwith to send a copy of this Ordinance to the Secretary of State for the State  
37 of Florida in accordance with Section 125.66, Florida Statutes.

**Section 5.**    **Effective.**    This Ordinance shall become effective as provided for by law.

Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Filed with the Secretary of State \_\_\_\_\_, 2015.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF LAKE COUNTY, FLORIDA

\_\_\_\_\_  
Neil Kelly, Clerk of the  
Board of County Commissioners  
of Lake County, Florida

\_\_\_\_\_  
Jimmy Conner, Chairman

This \_\_\_\_ day of \_\_\_\_\_, 2015.

Approved as to form and legality:

\_\_\_\_\_  
Sanford A. Minkoff  
County Attorney

1  
2  
3

EXHIBIT A

ISBA AGREEMENT TO BE ATTACHED HERE

**INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN**  
**The City of Tavares and Lake County, Florida**

**March 12, 2015**

1                   **INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN**  
2                   **THE CITY OF TAVARES AND LAKE COUNTY, FLORIDA**  
3

4           This Interlocal Service Boundary Agreement (the “Agreement”) is made by and between the City  
5 of Tavares, a Florida municipality (“TAVARES”) and Lake County, a political subdivision of the State of  
6 Florida (the “COUNTY”).

7                                   **WITNESSETH**

8           **WHEREAS**, Florida municipalities possess Municipal Home Rule Powers pursuant to Article  
9 VIII, Section 2(b) of the Florida Constitution and Section 166.021, *Florida Statutes*; and

10          **WHEREAS**, the COUNTY possesses Home Rule powers pursuant to Article VIII, Section 1(b),  
11 of the Florida Constitution and Section 125.01, *Florida Statutes*; and

12          **WHEREAS**, the stated purpose of the Florida Interlocal Cooperation Act of 1969, Section  
13 163.01, *Florida Statutes*, is to “permit local governmental units to make the most efficient use of their  
14 powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to  
15 provide services and facilities in a manner and pursuant to forms of governmental organization that will  
16 accord best with geographic, economic, population, and other factors influencing the needs and  
17 development of local communities”; and

18          **WHEREAS**, the principal goal of the Interlocal Service Boundary Agreement Act Section  
19 171.20, *Florida Statutes* is to “encourage local governments to jointly determine how to provide services  
20 to residents and property in the most efficient and effective manner while balancing the needs and desires  
21 of the community.” It is also intended to provide “a more flexible process for adjusting municipal  
22 boundaries and to address a wider range of the effects of annexation” . . . “to encourage  
23 intergovernmental coordination in planning, service delivery, and boundary adjustments and to reduce  
24 intergovernmental conflicts and litigation between local governments” . . . “to promote sensible  
25 boundaries that reduce the costs of local governments, avoid duplicating local services, and increase  
26 political transparency and accountability” . . . and “to prevent inefficient service delivery and an  
27 insufficient tax base to support the delivery of those services”; and

28          **WHEREAS**, the Parties desire to identify lands that are logical for future annexations into the  
29 TAVARES; and

30          **WHEREAS**, the Parties find that the benefits of intergovernmental communications and  
31 coordination will accrue to all Parties; and

32          **WHEREAS**, the elected officials of the Parties have met and negotiated in good faith to resolve  
33 issues relating to annexation, joint planning and provision of infrastructure and wish to reduce their  
34 agreement to writing as set forth in this Agreement; and

35          **WHEREAS**, this Agreement is entered into pursuant to the authority of Article VIII of the  
36 Florida Constitution and Chapters 125.01, 163.3177, 166.021 and 171.203, 190.011 *Florida Statutes*  
37 (2012); and

38          **NOW THEREFORE**, in consideration of the mutual covenants set forth in the Agreement, the  
39 receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

40          1.       **RECITALS.** The above recitals are true and correct and, by this reference, are hereby  
41 incorporated into and made an integral part of this Agreement.

2. **INTERLOCAL SERVICE AGREEMENT BOUNDARY.** The map attached hereto as Exhibit A, incorporated herein by reference, outlines the Interlocal Service Boundary Area and as shown on such map the boundary areas for TAVARES as well as unincorporated areas.

3. **ANNEXATIONS.** The following agreement shall govern any annexations that occur within the Interlocal Service Agreement Boundary as displayed on Exhibit A:

a. **ANNEXATION OF PROPERTIES.**

i. **Part I Chapter 171, Florida Statutes.** TAVARES shall be entitled to annex any property in a manner which is consistent with Part I, Chapter 171, *Florida Statutes*.

ii. **Enclaves.** Pursuant to §171.046, *Florida Statutes*, COUNTY hereby consents to the annexation of any enclave or the creation of any enclave which is the result of an annexation, so long as TAVARES agrees to provide services to such enclave, and TAVARES holds a public hearing prior to such annexation where the owners of all properties within the enclave are given written, first class mail notice, and an opportunity to comment publicly at such meeting.

iii. **Annexation of Properties Which Do Not Meet Part I, Chapter 171, Florida Statutes; Specific Properties.** COUNTY hereby consents to the annexation by TAVARES of any non-contiguous real property in the unincorporated area within the Interlocal Service Boundary Area as depicted in "Exhibit A" provided the consent requirements in Part II of Chapter 171 are satisfied and that subject properties are

1. presently served by TAVARES or other public central water and/or sewer utility; or
2. where subject property owner/developer has entered into a concurrent Water and Sewer Utility Agreement at the time of annexation to extend utility infrastructure to the subject property, and provided further the TAVARES shall not approve any development, or issue a final development order in such annexed area unless central water and wastewater shall serve the development.

b. TAVARES shall not annex any areas not contained within the TAVARES ISBA without the approval of the COUNTY.

c. **ANNEXATION OF RIGHT OF WAY.** COUNTY agrees that it will not oppose the annexation of right of way located in the Interlocal Service Boundary Agreement area of TAVARES, so long as at least one side of the road will be bounded by property located within TAVARES after the annexation, or which meets any of the other annexation requirements of this Agreement. TAVARES agrees that at the time that it annexes any property which abuts a roadway, that, to the extent possible, it will also annex the adjacent road right of way to avoid the creation of roadway enclaves. Annexing the right of way pursuant to this sub-paragraph does not require TAVARES to accept maintenance responsibility for such road.

d. **MAINTENANCE OF ROW.** From the Effective Date of this agreement, upon annexation of a sum greater than fifty percent (50%) of the existing frontage of properties abutting any subject road right-of-way, other than a State of Florida operated and maintained right-of-way, located between two nearest collector streets (or streets with a higher classification) intersecting right-of-ways (i.e. cross streets) or COUNTY four-lane or greater roadway,

TAVARES shall assume maintenance responsibility for such road right-of-way segment and associated drainage facilities not terminating at any right-of-way centerline, but between and extending to and including the above mentioned local cross street intersections, or as may be mutually designated. All such transfers of maintenance responsibility related to an annexation shall include the entire width of the right-of-way adjacent to annexed properties. However, nothing in this agreement shall require TAVARES to assume maintenance for any roadway and associated drainage facilities that does not meet City standards other than right of way width, nor shall TAVARES have any responsibility to widen any such road. TAVARES shall not be required to assume maintenance for the following roadways unless a separate agreement is approved by TAVARES and COUNTY. Such roads are as follows:

1. CR 561
2. CR 448
3. CR 448 extension (from SR19 to CR 561)
4. David Walker Drive

4. **DEVELOPMENT APPLICATIONS, LAND DEVELOPMENT REGULATIONS, COMPREHENSIVE PLAN PROVISIONS.** Persons owning or developing land within the Interlocal Service Boundary Area will be faced with difficulty determining which local jurisdiction has control over permitting decisions. This difficulty will be exacerbated in areas where one jurisdiction may have permitting authority, but another jurisdiction may be providing utilities. In order to minimize such difficulties, TAVARES and the COUNTY agree as follows:

- a. **Development Applications.** For any application for development which is received by COUNTY for land within the TAVARES ISBA, designated area on **Exhibit A**, or any application for development received by TAVARES for land within TAVARES limits and within five hundred feet (500') of land that is located in the unincorporated area, TAVARES or COUNTY, as the case may be, will immediately provide a copy of the development application to the other. TAVARES and COUNTY shall work together to minimize any conflicts in regulations and to make the permitting process as efficient as can be. TAVARES and COUNTY shall work together to encourage all new development in the unincorporated area of the ISBA to utilize central utilities when it is financially and technologically feasible.
- b. **Land Development Regulations.** TAVARES and the COUNTY shall work together to compare their respective Land Development Regulations, and where there are inconsistent regulations; work towards eliminating such inconsistency, to the extent possible. When regulations are inconsistent, TAVARES and the COUNTY shall strive to jointly amend the regulations with a goal to eliminate unnecessary conflict. TAVARES and the COUNTY recognize there may be regulations that a party cannot amend for purposes of consistency due to factors beyond the party's control, for example, consumptive use permit requirements. It is estimated that this process shall take up to thirty-six (36) months, at which time elected representatives from TAVARES and the COUNTY shall meet to review the progress that has been made.



- c. **Comprehensive Plans.** TAVARES and the COUNTY acknowledge that TAVARES' Comprehensive Plans will have to be updated as annexations occur, and that the COUNTY Comprehensive Plan may need to be amended to accommodate future growth plans of TAVARES within their designated areas. TAVARES and the COUNTY agree to work together to jointly plan the designated areas to avoid incompatibility between uses in TAVARES and COUNTY.
5. **SOLID WASTE.** The COUNTY agrees that any contract that it enters for the collection of waste will be able to be utilized by TAVARES at their option, and will coordinate and communicate with TAVARES on solid waste disposal opportunities which may exist after 2014.
6. **FIRE HYDRANTS.** TAVARES agrees that any time a potable water line is extended into or through unincorporated areas, that fire hydrants or hydrant stub outs will be installed at recommended distances, based on TAVARES' standards and approval, for fire hydrant spacing at COUNTY's election and expense. TAVARES agrees that COUNTY shall have the right to have fire hydrants installed on any City water line located in the unincorporated area at COUNTY expense and as approved by TAVARES. TAVARES agrees that the COUNTY Fire Department shall have the right to use any City fire hydrant for official fire purposes, at no cost; COUNTY shall, however, notify TAVARES anytime such a hydrant is used along with an estimate of how much water was used. Notification shall be in writing to the City Administrator and provided within seven (7) calendar days of the COUNTY's use.
7. **SHARING OF EQUIPMENT AND RESOURCES.** TAVARES and the COUNTY each own and operate equipment and resources that might be of use to the other. The goal of this paragraph is to minimize duplication of resources by allowing one party to this agreement to utilize the resources of another party in an effort to avoid duplication. TAVARES and the COUNTY agree to allow the other party to utilize resources and equipment owned by the other so long as such equipment and resource is available and so long as the using party pays all costs involved with such use. It is recognized that in order to utilize some types of equipment, staffing from the donating agency will also be required, and in such a case, the agency using such resource or equipment shall also be responsible to pay any staff costs.
8. **E 911 SYSTEM; COUNTY ADDRESSING SYSTEM.** COUNTY maintains the E 911 addressing system. Such system is in use in the unincorporated area of Lake County and in some municipal areas. Due to cost and harm to citizens, it is not feasible to readdress existing addresses which are not in compliance with the COUNTY numbering system. However, universal use of the COUNTY addressing system will enhance emergency response for all citizens of Lake County. TAVARES and the COUNTY agree that any new address issued by TAVARES or COUNTY (including any readdressing that may occur) will be issued in accordance with the County E 911 addressing system and rules. TAVARES agrees that from the Effective Date of this agreement, all new addresses issued to their residents, shall meet the COUNTY's addressing standards. TAVARES shall utilize the process set forth in Exhibit B, attached hereto and incorporated herein by reference.

1   9. **FIRE AND RESCUE SERVICES.**

- 2
- 3       a. COUNTY and TAVARES agree to automatically respond to assist the other for all types
- 4       of emergencies including fire, medical emergencies, rescue, hazardous material,
- 5       extrication, and natural and accidental disasters within the ISBA area, as well as in
- 6       adjacent areas pursuant to Section (d) below. The provisions of this agreement do not
- 7       apply to non-emergency calls, as defined in vii. below.
- 8
- 9               i. The parties agree to provide such assistance on an automatic aid basis utilizing
- 10              the available units nearest to the incident.
- 11
- 12              ii. This agreement is not intended and shall not be construed to in any way deprive
- 13              COUNTY or TAVARES of any jurisdictional powers that such entity may have,
- 14              nor is it the intention of the parties to combine their individual departments into a
- 15              single department or district providing the services encompassed by this
- 16              agreement.
- 17
- 18              iii. For purpose of this agreement, automatic aid shall be defined as the immediate
- 19              response of emergency personnel closest to the scene, regardless of whether such
- 20              personnel are from the jurisdiction where the incident is located. The automatic
- 21              aid shall be based on a predefined process agreed to pursuant to vii. below that
- 22              results in the immediate response of emergency personnel to the scene of an
- 23              emergency. COUNTY and TAVARES shall mutually agree on the level of
- 24              response that different types of incidents will require, and units will be
- 25              dispatched accordingly. All units of COUNTY and TAVARES shall be available
- 26              to be dispatched, unless involved in another call, if such response is required
- 27              based on the necessary level of response that is required.
- 28
- 29              iv. During the term of this agreement, COUNTY and TAVARES agree that they
- 30              will continue to utilize Lake Emergency Medical Services, Inc. (hereinafter
- 31              “LEMS”) (or any successor entity approved both by COUNTY and TAVARES)
- 32              for dispatching of fire and emergency medical services.
- 33
- 34              v. During the term of this agreement, COUNTY and TAVARES agree that they
- 35              will install and maintain Automatic Vehicular Locator Systems (hereinafter
- 36              “AVL”) on all emergency response vehicles in their fleets that are located in or
- 37              near the ISBA area; such Automatic Vehicular Locator Systems shall be
- 38              compatible with computer and radio systems maintained by LEMS. COUNTY
- 39              agrees to utilize County Fire Impact Fees for the initial purchase of an AVL for
- 40              any TAVARES response vehicle that does not currently have one; TAVARES
- 41              will be responsible to purchase such units for vehicles placed in service after the
- 42              effective date. TAVARES and COUNTY will be responsible for maintenance
- 43              and operating charges for AVL’s on their own vehicles.
- 44
- 45              vi. While providing automatic response, an entity that is responding outside its
- 46              jurisdiction shall be subject to the orders and directions of the officer in charge of
- 47              the operations. If an officer for the jurisdiction in which the incident is located is

not available at the scene, the highest-ranking officer from the responding party will control the scene until its termination or an officer from the jurisdiction in which the incident has occurred arrives and scene control is properly transferred. COUNTY and TAVARES shall utilize National Fire Protection Standards and National Incident Management System (NIMS) standards to ensure that the Incident Command System, the Personnel Accountability System and other standards are adhered to.

- vii. The Chiefs of the fire departments and the Executive Director of LEMS or their designees, will meet and draft, and may thereafter revise, a written plan for the procedures and operations necessary to effectively implement this agreement. The written plan shall include a definition of non-emergency calls and shall include the process described in iii., above. Should a disagreement arise between such Chiefs and/or Executive Director, the matter shall be referred to the Managers for COUNTY and TAVARES for resolution. Any dispute or disagreement that cannot be resolved at this level shall be resolved utilizing the dispute resolution process of this ISBA Agreement.
  - viii. Nothing in this agreement shall prohibit COUNTY or TAVARES from sending additional resources to an incident located within their respective jurisdiction, even if such resources are not required by the plan for procedures and operations approved by the fire chiefs of COUNTY and TAVARES.
  - ix. COUNTY and TAVARES agree that they will not locate or establish a new fire station that is located in the jurisdiction of the other or close a fire station within the ISBA area without the written permission of the other party
  - x. Nothing in this agreement shall affect any other mutual aid agreements that are or may be in existence between COUNTY and TAVARES or any other governmental unit for areas not included within this agreement.
- b. It is the intent of this agreement to allocate the costs of an agency responding to an event in the other's jurisdiction through a method whereby compensation is set based upon the type of call. At the end of each quarter, the number of calls that COUNTY and TAVARES respond to in the other's jurisdiction shall be reviewed, calculated and compensation shall be paid as follows:
- i. At the end of each quarter, calls responded to in the other agency's jurisdiction shall be determined, utilizing call data maintained by the dispatch agency. Only calls where the dispatcher dispatched a unit based on the predefined process described above shall be counted. As indicated earlier, COUNTY or TAVARES have the right to send units to a call without being dispatched; however, in such a case, such call shall not be calculated for purposes of compensation. For purposes of this provision, "self-dispatched" calls shall be defined, based on dispatch records, as calls wherein the dispatcher did not call the unit to the scene.

1                   ii. Determination of compensable calls. The following rules shall be used to  
2                   determine how to determine the number of compensable calls:

- 3
- 4                   1. For purposes of medical calls, each vehicle that is dispatched shall be  
5                   considered a separate call.
  - 6                   2. For purposes of fire calls, each call for service to an incident shall be  
7                   considered one call, regardless of the number of vehicles that are  
8                   dispatched.
  - 9                   3. Calls that are dispatched for non-emergency purposes shall not be  
10                  counted as a response by COUNTY or TAVARES for purposes of this  
11                  agreement and neither agency shall be required to respond to such non-  
12                  emergency call, although they may respond if they wish.
  - 13                4. Calls that are self-dispatched meaning responses that are to an incident  
14                where the dispatcher did not call that unit shall not be counted as a  
15                response for purposes of this agreement.
  - 16                5. Calls that are dispatched due to an automobile accident shall be counted  
17                as a medical call incident.
  - 18                6. Additional rules and compensation amounts regarding specific types of  
19                calls may be applied if approved in writing by the City Administrator of  
20                TAVARES and County Manager of COUNTY.

21

22           iii. At the end of each quarter, the number of calls for the prior quarter shall be  
23           reviewed to determine if either COUNTY or TAVARES responded to more calls  
24           outside their jurisdiction than were responded to inside their jurisdiction. For this  
25           purpose, separate calculations shall be made for emergency medical response and  
26           fire response. A call which is made by the dispatcher, but subsequently cancelled  
27           shall be calculated as half (½) of a call. For each category of calls, the number of  
28           calls that one party responded to that exceeds the number of calls the other party  
29           responded to shall be the “net number of calls”. Only the net number of calls  
30           shall be compensable. By way of illustration, in a quarter if TAVARES were to  
31           answer fifty (50) calls in COUNTY’s jurisdiction, and COUNTY were to answer  
32           forty-five (45) calls in TAVARES’ jurisdiction, the net five (5) calls would be  
33           compensable from COUNTY to TAVARES.

34

35           iv. Net calls shall be compensated in the following amounts:

- 36
- 37                   1. Medical Call:                   \$100 per call.
  - 38                   2. Fire Call:                        \$500 per call.

39

40           c. General Provisions relating to Fire and Medical Services Response:

41

42                   i. Neither COUNTY nor TAVARES shall assume any liability for the acts,  
43                   omissions, or negligence of the other. Each shall be solely responsible for their  
44                   own negligence and the negligence of their employees and agents. Nothing in  
45                   this agreement is intended to act as a waiver of sovereign immunity.

46

47                   ii. Effective date and Redetermination of reimbursement.

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1. The effective date for the automatic aid portion of this agreement shall be July 1, 2015 and this agreement shall continue in force and effect unless the Interlocal Service Boundary Agreement is modified or terminated as provided in other parts of this agreement.
  2. The compensation amounts in (b)(ii) above are estimates that have been agreed to by COUNTY and TAVARES. It is also possible that during the term of this agreement costs may change. Within ninety (90) days after June 30, 2018, and every three (3) years thereafter on the same date, should either party believe that such amounts shall be adjusted, they shall notify the other in writing. Upon such notification, COUNTY and TAVARES shall meet to renegotiate such rates. Should a disagreement arise which cannot be resolved, the matter shall be referred to the Managers for COUNTY and TAVARES for resolution. Any dispute or disagreement that cannot be resolved at this level shall be resolved utilizing the dispute resolution process of this ISBA Agreement.
- d. Response to COUNTY Owned Facilities located in the City of TAVARES. COUNTY maintains a large number of facilities within the City of TAVARES, particularly in the downtown area, including the County Jail and Lake County Courthouse. In order to avoid the citizens of TAVARES from shouldering the entire cost of emergency response to these facilities, when the City Fire Department is dispatched to a COUNTY owned facility located within the city limits, such call shall be treated as if it were in the unincorporated area and be eligible for reimbursement on the same basis as other emergency calls. For purposes of this paragraph, COUNTY right of way shall not be considered as a COUNTY Facility, and this paragraph does not apply to automobile accidents. The compensation required by this paragraph shall be in lieu of any current or future special assessment for fire or emergency purposes imposed by TAVARES on COUNTY owned facilities.
- e. Additional Parties: There are other governmental units that provide fire and emergency medical response in areas adjacent to the TAVARES ISBA area. These include Leesburg, Mt. Dora, and Eustis. It is possible that agreements between COUNTY and one or more of those entities may be negotiated and entered into. In such a case, it may be of benefit to TAVARES and COUNTY to incorporate those additional areas into this agreement by amendment in order to provide a seamless emergency response system. The parties agree that such an amendment may be made only if agreed to in writing by TAVARES and COUNTY.
- f. In making the determination of amounts due under this agreement, data from LEMS's dispatch shall be used as the basis to determine the number of calls which are to be counted as interagency calls. Within thirty (30) days after the end of each quarter, LEMS will prepare a report and send it to TAVARES and COUNTY. TAVARES and COUNTY shall have fifteen (15) days to review such report, and to object. Should either party object to the report or the data contained therein, the COUNTY Manager and City Manager shall meet within fifteen (15) days to attempt to resolve such objection. Should

the managers be unable to resolve such objection, payment shall be made for the portion of the report that is not in dispute, and the parties shall select a Certified Professional Accounting Firm which shall conduct a review and render a decision on the dispute. The decision of the Certified Public Accounting Firm shall be final and binding on all parties to this agreement. The costs of the Certified Accounting Firm shall be borne equally by COUNTY and TAVARES.

g. Any payments that are due to another party to this agreement shall be made within twenty-five (25) days after the delivery of the report described in Section (e) above, unless an objection is filed. In such a case, the undisputed portions of the report shall be paid and the balance shall be due within fifteen (15) days after resolution of the dispute.

10. **JOINDER.** Joinder in this agreement by Astatula, Mt. Dora and Leesburg is only for the purpose of approving the boundary of the Tavares ISBA, and to authorize a possible future automatic aid agreement that is region wide, as provided herein. Astatula, Mt. Dora and Leesburg agree neither shall be permitted to annex any area in the Tavares ISBA. Nothing herein shall preclude Tavares from entering into separate interlocal service boundary agreements with Astatula, Mt. Dora and Leesburg governing issues between them not dealt with in this Agreement.

11. **TERM OF AGREEMENT.** The Initial Term of this Agreement shall be twenty (20) years from the effective date of this Agreement. This Agreement shall be effective upon final adoption of an Ordinance adopting this Agreement enacted by TAVARES and COUNTY. The Effective Date shall be the date of final adoption by the last party.

12. **RENEWAL OF AGREEMENT.** Pursuant to Chapter 171.203(12), *Florida Statutes*, the Parties shall initiate negotiations for the renewal or extension of this Agreement beyond the twenty (20) year term no later than eighteen months prior to the termination of the Initial Term.

13. **PERIODIC REVIEW.** Pursuant to Chapter 171.203(12), *Florida Statutes*, (2009) this Agreement shall be periodically reviewed by the Parties every five (5) years for a maximum term of twenty (20) years. Should the parties decide to renegotiate, renegotiations must begin at least eighteen (18) months prior to the termination date.

14. **TERMINATION OF AGREEMENT.** This Agreement may not be terminated by any Party without cause, prior to its expiration, unless an amendment to the Agreement is approved by all Parties in writing.

15. **DISPUTE RESOLUTION.** In the event of any dispute related to this Agreement, the Parties agree to resolve the dispute consistent with the conflict resolution procedures established in Chapter 164, *Florida Statutes*. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in chapter 164, a party may file an action in circuit court.

16. **NOTICE.** All notices, consents, approvals, waivers, and elections that any Party requests or gives under this Agreement must be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested. Notices shall be delivered or mailed to the addresses and parties set forth below or as any Party may otherwise designate in writing.

City of Tavares:

City Administrator  
Post Office Box 1068  
Tavares, Florida 32778

cc: City Attorney  
Post Office Box 1068  
Tavares, Florida 32778

Lake County:

County Manager  
P. O. Box 7800  
Tavares, Florida 32778

cc: County Attorney  
P.O. Box 7800  
Tavares, Florida 32778

City of Leesburg:

City Manager  
Post Office Box 490630  
Leesburg, Florida 34749

cc: City Attorney  
Post Office Box 490630  
Leesburg, Florida 34749

City of Mt. Dora:

City Manager  
510 North Baker Street  
Mt. Dora, Florida 32757

cc: City Attorney  
510 North Baker Street  
Mt. Dora, Florida 32757

Town of Astatula:

Town of Astatula  
Post Office Box 609  
Astatula, Florida 34705-0609

cc: Town Attorney  
Post Office Box 609  
Astatula, Florida 34705-0609

17. **SOLE BENEFIT.** This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all the provisions, representations, covenants, and conditions herein contained shall insure to the sole benefit of and shall be binding upon the Parties, and their respective representatives, successors and assigns.

- 1 18. **AUTHORITY.** The Parties each represent and warrant to the other its respective  
2 authority to enter into this Agreement, acknowledge the validity and enforceability of this  
3 Agreement. The Parties hereby represent, warrant and covenant this Agreement constitutes a  
4 legal, valid and binding contract enforceable by the Parties in accordance with its terms and  
5 conditions, and that the enforceability is not subject to any impairment by the applicability of any  
6 public policy or police powers.  
7
- 8 19. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the  
9 Parties with respect to the subject matters addressed herein, and all prior agreements,  
10 understandings, representations and statements, oral or written, are superseded by this  
11 Agreement.  
12
- 13 20. **GOVERNING LAW, VENUE AND JURISDICTION.** The laws of the State of Florida  
14 shall govern this Agreement, and venue shall be in Lake County, Florida. Jurisdiction shall only  
15 be in the Circuit Court of Lake County, Florida.  
16
- 17 21. **SEVERABILITY.** If any portion of this Agreement is declared invalid or unenforceable,  
18 then to the extent it is possible to do so without destroying the overall intent and effect of this  
19 Agreement, the portion deemed invalid or unenforceable shall be severed here from and the  
20 remainder of this Agreement shall continue in full force and effect as if it were enacted without  
21 including the portion found to be invalid or unenforceable.  
22
- 23 22. **AMENDMENT OF COMPREHENSIVE PLANS.** Consistent with §171.203(9), *Florida*  
24 *Statutes*, the Parties shall no later than 6 months from the Effective Date make a good faith effort  
25 to amend their respective intergovernmental coordination elements of their comprehensive plan  
26 as described in §163.3177(6)(h)(1), *Florida Statutes*, to establish consistency and compliance  
27 with this Agreement as well as to address areas of economic development, which may include  
28 employment centers, industrial, commercial, and multi-family uses. Consistent with  
29 §171.203(11), *Florida Statutes*, and within the time frame established above, TAVARES shall  
30 make a good faith effort to adopt a municipal service area as an amendment to its comprehensive  
31 plan to address future possible municipal annexation.  
32
- 33 23. **COMPLIANCE WITH CHAPTER 171, PART II, FLORIDA STATUTES.** The parties agree  
34 that this Agreement meets the requirements of Chapter 171, Part II, Florida Statutes (2012).  
35
- 36 24. **ADOPTION BY MUNICIPALITY.** Pursuant to §171.203(14), *Florida Statutes*, TAVARES  
37 shall adopt this Agreement by ordinance in accordance with §166.041, *Florida Statutes*.  
38
- 39 25. **ADOPTION BY COUNTY.** Pursuant to §171.203(14), *Florida Statutes*, COUNTY shall  
40 adopt this Agreement by ordinance in accordance with §125.66, *Florida Statutes*.  
41
- 42 26. **RECORDING.** Pursuant to F.S. 163.01(11), this Agreement shall be recorded with the Clerk of  
43 the Circuit Court of Lake County, Florida, within thirty (30) days of final execution.  
44  
45



1  
2 Interlocal Service Boundary Agreement Between the City of Tavares and Lake County.  
3  
4

5 **BOARD OF COUNTY COMMISSIONERS**  
6 **LAKE COUNTY, FLORIDA**  
7  
8  
9

10 \_\_\_\_\_  
11 Jimmy Conner, Chairman  
12

13 This \_\_\_\_\_ day of \_\_\_\_\_, 2015.  
14

15 **ATTEST:**  
16  
17

18 \_\_\_\_\_  
19 Neil Kelly, Clerk of the  
20 Board of County Commissioners  
21 of Lake County, Florida  
22  
23  
24

25 Approved as to form and legality:  
26  
27

28 \_\_\_\_\_  
29 Sanford A. Minkoff  
30 County Attorney  
31  
32

5 **CITY OF TAVARES, FLORIDA**  
6  
7  
8

9 \_\_\_\_\_  
10 Kirby Smith, Mayor  
11

12  
13 This \_\_\_\_ day of \_\_\_\_\_, 2015.  
14

15 ATTEST:  
16  
17

18 \_\_\_\_\_  
19 Nancy A. Barnett, City Clerk  
20  
21  
22

23 Approved as to form and legality:  
24  
25

26 \_\_\_\_\_  
27 Robert Q. Williams, City Attorney  
28  
29

3  
4 **CITY OF LEESBURG, FLORIDA**  
5

6  
7  
8 \_\_\_\_\_  
9 John Christian, Mayor  
10

11  
12 This \_\_\_\_ day of \_\_\_\_\_, 2015.  
13

14 ATTEST:  
15

16  
17 \_\_\_\_\_  
18 Betty Richardson, City Clerk  
19  
20  
21

22 Approved as to form and legality:  
23

24  
25 \_\_\_\_\_  
26 Fred Morrison, City Attorney  
27  
28

3  
4 **CITY OF MOUNT DORA**  
5

6  
7  
8 \_\_\_\_\_  
9 Cathy Hoechst, Mayor  
10

11  
12 This \_\_\_\_ day of \_\_\_\_\_, 2015.  
13

14 ATTEST:  
15

16 \_\_\_\_\_  
17 Gwen Johns, City Clerk  
18

19  
20 Approved as to form and legality:  
21

22 \_\_\_\_\_  
23 Cliff Shepard, City Attorney  
24  
25

3  
4 **TOWN OF ASTATULA, FLORIDA**  
5  
6  
7

8 \_\_\_\_\_  
9 Coral Collier, Mayor  
10

11  
12 This \_\_\_\_ day of \_\_\_\_\_, 2015.  
13

14 ATTEST:  
15

16 \_\_\_\_\_  
17 Mary Cooper, Town Clerk  
18  
19

20 Approved as to form and legality:  
21

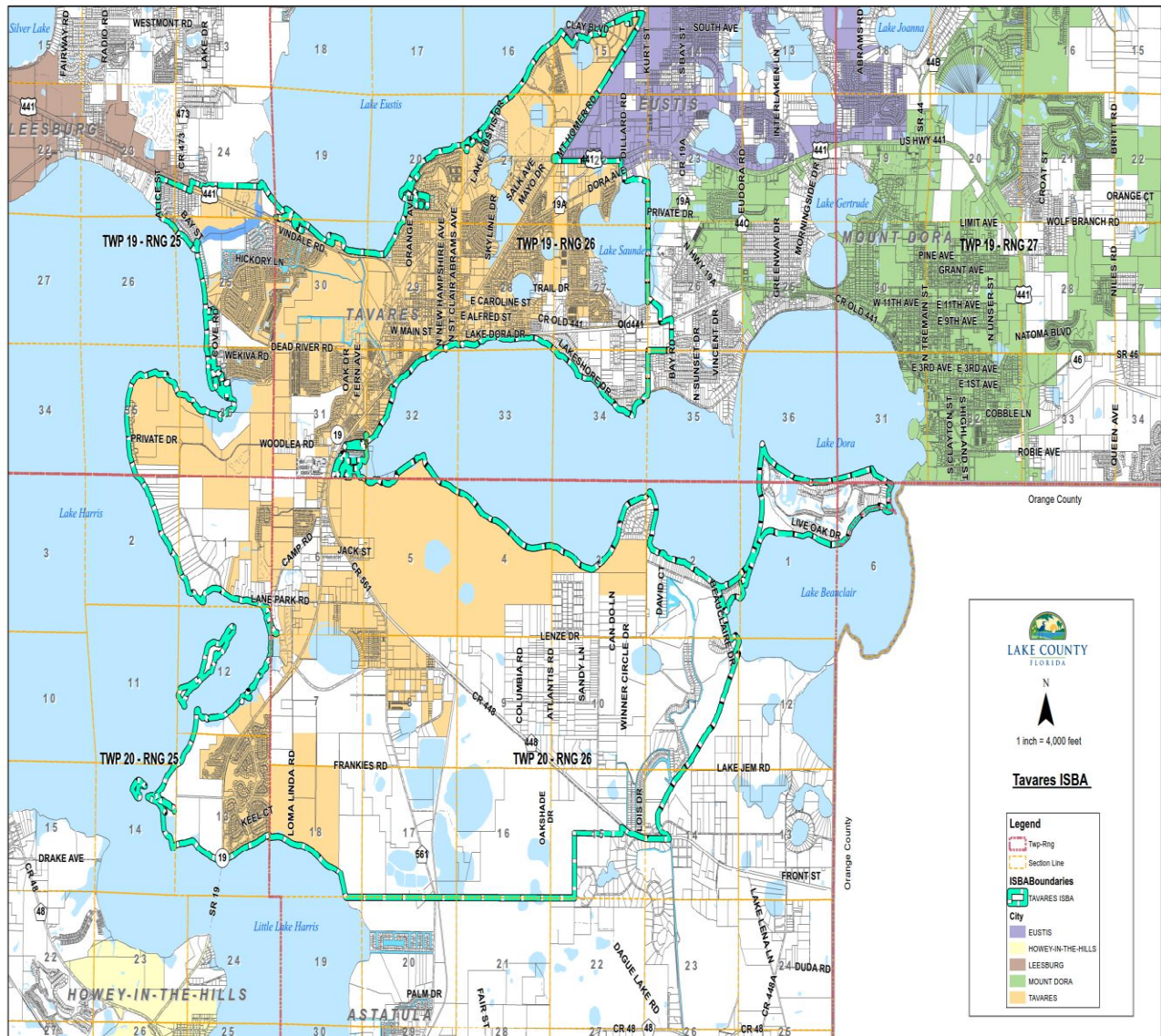
22 \_\_\_\_\_  
23 Mark Brionez, Town Attorney  
24

1  
2  
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5

**EXHIBITS**

- Exhibit A: Interlocal Service Boundary Area Map
- Exhibit B: Addressing Standards

## EXHIBIT A: INTERLOCAL SERVICE AREA BOUNDARY



## **EXHIBIT B: ADDRESSING STANDARDS**

(Page 1 of 2)

### **Tavares Addressing Obligations**

A. Adopt and use the Lake County assigned addresses produced and included in the system in its own records and dealings.

B. Appoint a person within its organization to serve as a liaison with Lake County Addressing personnel for purposes of receiving and disseminating information within the Participant's jurisdiction and reporting needs, complaints or other information to the Lake County Addressing personnel, particularly to notify the Lake County Addressing personnel of new structures, subdivisions or other properties within Participant's boundaries which may require addressing and of any new or realigned routes (streets, highways, roads, etc. by whatever designation) and cooperate in identifying the same for geocoding by the County. The reporting and accuracy of this information is the sole responsibility of Tavares, and Tavares will assume full liability as it relates to City address reporting and verification.

The above reporting requirement may be changed by County Manager or designee by giving fifteen (15) days written notification to City.

C. Provide Lake County Addressing a digital copy of Tavares addressing grid, or if unavailable any documents or knowledge that would assist in recreating this grid digitally to be used to address for the cities but to do so with the cities current addressing grid. Lake County will not be using the Lake County grid (accept where appropriate and agreed upon).

D. Consult with the Lake County Addressing personnel in the assignment of street names, ranges, and addresses in order to avoid unnecessary changes and to make the addresses standard consistent, unique and unambiguous.

E. Propagate the system to its residents and promote adoption of the system by its residents, particularly notifying residents to change address numbers on signs and buildings within its boundaries to conform with the System (that will use NENA addressing naming standards i.e. AVE instead of AV) within 30 days from the date of this Memorandum of Understanding.



## **EXHIBIT B: ADDRESSING STANDARDS**

**(Page 2 of 2)**

### **County Addressing Obligations**

- A. Consult with Participants in the initial establishment of the System, pursuant to the proposed Ordinance;
- B. Operate and maintain the said System in accordance with said Ordinance as it may be enacted by Lake County;
- C. Furnish computing equipment, software and personnel required to maintain the databases at the Lake County Department of Information Technology, GIS Division; and
- D. Convey all relevant additions and changes to the database to all Participants by email and or letter as soon as they are incorporated in the system.
- E. County properties annexing into Tavares may be subject to an address change if it is determined by service providers that existing addresses of the surrounding area would create a confusing addressing system. Inconsistencies in addressing patterns may result in inefficiencies and/or a potentially life threatening situation with regard to providing services, including police, fire, mail, etc.